Page 1 of 3

Electronically Recorded

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3/16/2011 10:41 AM ·

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Mary Louise Gravein

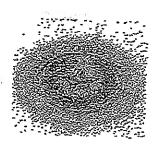
Mary Louise Garcia

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\$24.00

Tarrant County Texas

Submitter: ACS



DALE PROPERTY SERVICES, LLC ATTN: RECORDING TEAM 500 TAYOLR ST. STE 600 FORT WORTH, TEXAS 76102

Submitter: DALE PROPERTY SERVICES, LLC

MARY LOUISE GARCIA
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING – THIS IS PART OF THE OFFICAL RECORD

ELECTONICALLY RECORDED BY ACS ERXCHANGE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up With 640 Acres Pooling Provision STANDARD LEASE W/ OPTION v. 5

PAID UP OIL AND GAS LEASE (No Surface Use)

Electronically Recorded Chesapeake Operating, Inc.

THIS LEASE AGREEMENT is made this 11th day of March, 2011, by and between Roberto J. Vega, a married person, herein not joined by spouse, and Valentina Cortez, a married person, herein not joined by spouse, whose address is 5416 Fernander Drive, Fort Worth, Texas 76107, as Lesser, and CHESAPEAKE EXPLORATION, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described

land, hereinafter called leased premises:

.143 ACRES OF LAND, MORE OR LESS, BEING BLOCK 115, LOTS 1 AND 2, OUT OF THE CHAMBERLAIN ARLINGTON HEIGHTS ADDITION, SECOND FILING, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS ACCORDING TO THAT CERTAIN PLAT RECORDED IN VOLUME 63, PAGE 40, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS.

in the county of TARRANT, State of TEXAS, containing 143 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

- 2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of <u>THREE</u> (3) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained
- oil or gas or other substances covered nereby are produced in paying quantities from the leased premises or from lanus pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

 3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be TWENTY-FIVE PERCENT (25)% of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be TWENTY-FIVE PERCENT (25)% of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs (25)% of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding data as the date on which Lessee commences its purchases hereunder, and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production there from is not being sold by Lessee, such well or wells are shut-in or production there from is not being sold by Lessee, shall pay shut-in royalty of one dollar per acre then covered by this lease, such payment to be made to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production there from is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

 4. All
- which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped enveloper addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive
- at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse a accept payment hereunder, Lesses or late, deliver to Lessee a proper recordable instrument naming another institution, as depository agent to receive payments.

 5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event these lesses is not otherwise being maintained in force to the late of the provisions of Paragraph 6 or the action of any governmental authority, then in the event themses being maintained in force but Lessee is the engaged in drilling, reworking or any other or the drilling of the paragraph 6 or estore production of the paragraph for any other or estore production there from, his lesses shall remain in force to long as any one or more of such operations are prosecuted with no essestion of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities here lessed premises or lands pooled therewith. After completion of a well capable of producing in paying quantities herein deseed premises or lands pooled therewith. After completion of a well capable of producing in paying quantities on the leased premises or lands pooled therewith. After completion on your paying quantities herein.

 6 (a) develop the leased premises as to formations then capable of producing in paying quantities herein.

 8 (a) develope the leased premises or along the paying in paying quantities herein.

 9 (a) develope the leased premises or

Page 3 of 3

- 8. The interest of either Lessor or Lessoe hereunder may be assigned, deviced or otherwise transferred in whole or in part, by area soldor by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devises, executors, administrations, successes and early and the parties hereunder shall extend to their respective heirs, devises, executors, administrations, successes and early and the contrained in Lessor is sold and the parties hereunder shall be ablington. All creates the contrained in Lessor is active to extend the contrained in Lessor is a scalable the notification requirements contained in Lessor is sold with respect to the event of the death present entitled to structure and the contrained in Lessor is a scalable to the contrained in Lessor is sold to the event of the death present entitled to structure and the contrained in Lessor is sold to the event of the death present entitle of the structure of the contrained in Lessor is a structure of the contrained in Lessor is a structure of the contrained in Lessor is an extended to the contrained in Lessor is a structure of the contrained in Lessor is an extended to the contrained in Lessor is a structure of the contrained in Lessor is an extended to the contrained in Lessor in Lessor is a structure of the contrained in Lessor in Lessor is a structure of the contrained in Lessor in Lessor in Lessor is a structure of the contrained in Lessor in Lesso

- 17. Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of <u>TWO</u> (2) years from the end of the primary term by paying or tendering to Lessor prior to the end of the primary term the same bonus consideration, terms and conditions as granted for this lease.
- 18. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

 DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with one of the party to the lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor,

LESSOR (WHETHER ONE OR MORE)

V Lakata Aulia 1/2 gk.
By: Roberto Freez

Carte Valentimo

ACKNOWLEDGMENT

STATE OF <u>Texas</u> COUNTY OF Tarrant

This instrument was acknowledged before me on the 11th day of March, 2011, by: Roberto I. Vega, a married person, herein not joined by

spouse.

EDWARD PADILLA Notary Public, State of Texas My Commission Expires July 29, 2012

Notary Public, State of Texas, Notary's name (printed): Hotary's name (printed): Hotary's commission expires.

STATE OF Texas COUNTY OF Tarrant

This instrument was acknowledged before me on the 11th day of March, 2011, by: Valentina Cortez, a married person, herein not joined by spouse.

EDWARD PADILLA Notary Public, State of Texas My Commission Expires July 29, 2012

Notary Public, State of Texas Notary's name (printed): Author Pad. W

Notary's name (printed): Notary's commission expires: